

# City of Middletown

## Gazebo in Wetherby Park Part 2 of Facility Agreement

I have read and agree to the following. (Please check each box)

- The Park is open for the use of the public. Reservation of any area in the park and the gazebo are only allowed through the process of applying for and being granted a Facility Use Agreement for a limited time and use. The City of Middletown reserves the right to refuse use of the premises to anyone. Non-profit and community uses of the premises are preferred.
- Any individual or organization wanting to use said Park facilities shall sign a Facilities Use Agreement and agree to hold harmless, indemnify and agree to defend the City from any and all claims or whatever nature, which arise from the Renter's use of the premises.
- The renter's use of Inflatables must have the vendor's proof of insurance certificate with the City of Middleton listed on the proof of insurance certificate as an additional insurer and a qualified staff member of the rental company must be at the site to set-up, remove and be present during the entire use of the inflatable.**
- No alcoholic beverages on the property.
- Smoking is prohibited on the property.
- No security is provided by the City of Middletown and it is Renter's sole responsibility to ensure the safety of all its attendees and guests.
- No food may be prepared on premises by renter without permission of City
- The premises will not be used for any illegal or immoral activity and must only be used for those purposes disclosed on the facility use agreement.
- Any individual or organization using the facility shall be fully responsible for any damage caused during the use of the facility.
- No nailing of anything on any structure or tree
- The clean up after events or meeting is the responsibility of the renter, specifically removing all foodstuffs and placing all garbage in trash cans prior to leaving the area. Failure to clean up after the use is grounds for forfeiture of the damage deposit.

- Use and rental shall be on a first come, first served basis.
- The use of the Gazebo must be limited to only those areas reserved (and only for the day and time) set out in the Facility Use Agreement.
- Any vendor providing equipment must provide proof of insurance to the City before they can bring rental equipment into the facility
- Proof of insurance is required by any renter who is an entity, profit or nonprofit. Insurance requirement may be waived at the option of the City for individual renters for limited time periods. Maximum insurance limits and requirements to be sufficient in the opinion of the City.
- The City of Middletown reserves the right to refuse use of the premises to anyone. The non-profit and community uses of the premises are preferred.

**Rental Fees Gazebo:**

- Rental fee \$150 per hour.
- Non-profit rate – Half of the regular fee
- Use of the restrooms inside the City Hall - \$25 fee.
- A \$200 damage deposit is due at the time of the reservation. The rental deposit will be refunded if key is returned, the area and inside the Gazebo are left clean and all garbage picked up and carried out of the area or put into the trash containers in the park.
- Full payment is due two weeks before the event.

**Have Read and Agreed to the above policies:**

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**Authorized Signature**

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**Print Name**

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**Date**